

Attachment -1

SAMPLE

AGREEMENT ON THE USE OF INTRADAY LIQUIDITY FACILITY BASED
ON SHARIA PRINCIPLES

No

On this day,, the of (month).....year, the undersigned: ---

1.Name....., Director of Monetary Management, residing in Jakarta, in this matter acting in his capacity, for and on behalf of the Board of the Governors of Bank Indonesia and therefore representing Bank Indonesia domiciled in Jakarta by virtue of Article 39 paragraph (3) of Law No. 23 Year 1999 concerning Bank Indonesia as most recently amended by Law No. 6 Year 2009, hereinafter referred to as the FIRST PARTY -----

In the event that based on the Articles of Association of the Limited Liability Company the person concerned does not require a power of attorney, the comparitie shall be as follows:

2.Name....., Director.... (Title)...., residing in....., in this matter acting in his capacity, as such representing the Board of Directors of and therefore for and on behalf of and lawfully representing the Limited Liability Company PT Bank, by virtue of Article the Articles of Association of which are included in a Notarial

Deed....., Number, date (date in number),
included in the Official Gazette of the Republic of
Indonesia date, Number, Supplement Number
....., along with the most recent amendments with a
Notarial Deed, Number, date,included in
the Official Gazette of the Republic of Indonesia dated
....., Number, Supplement Number,

Or (If the Board of Directors must obtain an approval from the commissioner):

2.Name....., Director... (Title)..., residing in....., in this matter
acting in his such capacity, as such representing the Board
of Directors of and therefore for and on behalf of and
lawfully representing the Limited Liability Company PT
Bank, by virtue of Article Articles of
Association of which are included in a Notarial Deed
....., Number, date, included in the Official
Gazette of the Republic of Indonesia dated, Number
....., Supplement Number, along with the most recent
amendments with a Notarial Deed, Number,
date, included in the Official Gazette of the Republic
of Indonesia date, Number, Supplement Number
....., and to undertake legal action in this Agreement has
obtained written approval from the Company's
commissioner, as stated in duly stamped Written Approval
date, attached hereto, hereinafter referred to as the
SECOND PARTY -----

If the SECOND PARTY is a Foreign Bank then the comparison shall be as follows:

2.Name....., Title, residing in, in this matter acting by virtue of the power of the Deed Power of Attorney dated.....numberdrawn up before....., Notary in Jakarta, acting for and on behalf of....., Indonesia branch, a bank duly established under the law of.... (the country of the foreign bank's head office)...., and in this matter acting through its branch office in Indonesia, domiciled in Jakarta, ...having its address in...., hereinafter referred to as the SECOND PARTY -----

The Parties agree to enter into an Agreement on the Use of Intraday Liquidity Facility Based on Sharia Principles (FLIS), under the terms and conditions as follows:

Article 1

- (1) The FIRST PARTY shall provide the SECOND PARTY with FLIS in the maximum amount of the value of the Securities in the form of Bank Indonesia Sharia Certificate and/or State Sharia Securities subject to repurchase agreement between the SECOND PARTY and the FIRST PARTY in the account of FLIS-RTGS and FLIS-Clearing with Bank Indonesia.
- (2) The SECOND PARTY shall receive and use FLIS as intended in paragraph (1) from the FIRST PARTY the amount of which shall be included and printed on Computer Output in the Scripless Securities Settlement System Central Computer (SCC) existing in Bank Indonesia - Scripless Securities Settlement System (BI-SSSS).

- (3) The FIRST PARTY and the SECOND PARTY shall properly receive the Computer Output as intended in paragraph (2) as the only document verifying the amount of FLIS which may be used by the SECOND PARTY as well as a document verifying the amount of the use of FLIS by the SECOND PARTY which arises from the use of FLIS by the SECOND PARTY.
- (4) The FIRST PARTY and the SECOND PARTY agree to receive and use the Computer Output as intended in paragraph (2) as a legal, authentic evidence and shall form an inseparable part hereof.

Article 2

- (1) The SECOND PARTY shall use FLIS to address any funding problem which arises when the balance of the SECONG PARTY's rupiah giro account with Bank Indonesia is insufficient for settling any outgoing transaction made in Bank Indonesia - Real Time Gross Settlement (BI-RTGS) system and/or for fulfilling the obligation of the SECOND PARTY with regard to the settlement of debit clearing.
- (2) FLIS as intended in Article 1 paragraph (1) which is used by the SECOND PARTY shall consist of:
 - a. FLIS-RTGS, as from the opening of the operational hour of BI-RTGS until the cut-off warning of BI-RTGS system as intended in the provisions of Bank Indonesia governing BI-RTGS.
 - b. FLIS-Clearing, if the SECOND PARTY is obligated to settle debit clearing until the cut-off warning of BI-RTGS system to the extent that the SECOND PARTY has become the member of the National Clearing System of Bank Indonesia (SKNBI).

- (3) FLIS-RTGS as intended in paragraph (2) letter a may also be used for:
- a. fulfilling the obligation to settle debit clearing in the event that pre-fund in the form of cash prefund and /or collateral prefund provided by the SECOND PARTY is insufficient to fulfill the SECOND PARTY's obligation which arises out from the settlement of debit clearing;
 - b. Completing the final settlement of clearing proceeds generated prior to cut-off warning of BI-RTGS System for the SECOND PARTY whose office as the member of clearing, is located in a Clearing area that has not implemented SKNBI, to the extent that the SECOND PARTY has transferred a sufficient amount of securities to FLIS-RTGS account in accordance with the provisions of Bank Indonesia governing Intraday Liquidity Facility Based on Sharia Principles.

Article 3

- (1) The SECOND PARTY hereby declares that it shall repurchase the Securities as intended in Article 1 paragraph (1) of the SECOND PARTY to the FIRST PARTY with the serial number of Securities as recorded in the FLIS-RTGS and FLIS-Clearing accounts, to properly fulfill the obligation of the SECOND PARTY to the FIRST PARTY as a result of the use of FLIS provided by the FIRST PARTY to the SECOND PARTY.
- (2) The FIRST PARTY hereby properly receives Securities with the serial numbers as intended in paragraph (1) collateralized by the SECOND PARTY to the FIRST PARTY as recorded in FLIS-RTGS and FLIS-Clearing accounts based on bookkeeping and Computer Output in Bank Indonesia as conclusive evidence.

Article 4

- (1) The SECOND PARTY must settle the FLIS used on the day of its use by no later than the pre cut-off time of BI-RTGS System in accordance with the provisions of Bank Indonesia governing Intraday Liquidity Facility Based on Sharia Principles.
- (2) The SECOND PARTY may retransfer the collateralized securities from FLIS-RTGS account to the securities' account of the SECOND PARTY in accordance with the value of FLIS returned by the SECOND PARTY.
- (3) In the event that the SECOND PARTY fails to settle the FLIS used on the day of the use of FLIS as intended in paragraph (1), subsequently the value of FLIS that is not settled by the SECOND PARTY shall be treated as repurchase transaction with Bank Indonesia for the term of 1 (one) day in accordance with the provisions of Bank Indonesia governing overnight repurchase transaction.

Article 5

- (1) This Agreement shall terminate in the following events:
 - a. The FIRST PARTY revokes the provisions governing the provision of FLIS;
 - b. The SECOND PARTY's business license is revoked or suspended by the competent authorities/agencies;
- (2) Expiration of this Agreement shall not release the SECOND PARTY from performing all of its obligations to the FIRST PARTY arising from the provision of FLIS.

Article 6

In the event that this Agreement is terminated due to the reasons as intended in Article 5 paragraph (1), the FIRST PARTY shall be authorized to debit the Rupiah giro account of the SECOND PARTY with the FIRST PARTY for the settlement of FLIS obtained by the SECOND PARTY.

Article 7

The FIRST PARTY shall impose fees for the use of FLIS as set forth in the provisions of Bank Indonesia governing Intraday Liquidity Facility Based on Sharia Principles.

Article 8

- (1) The SECOND PARTY agrees that the FIRST PARTY is authorized to determine any breach/omission of the SECOND PARTY in compliance herewith.
- (2) In the event that any obligation of the SECOND PARTY in compliance herewith must be performed within a certain period of time, the lapse of such period of time shall serve as sufficient evidence that the SECOND PARTY has committed negligence in performing its obligation.
- (3) The SECOND PARTY declares that it shall waive its rights to deny the extent of the obligation of the SECOND PARTY to the FIRST PARTY.

Article 9

In the event that this agreement is terminated as intended in Article 5, the parties agree that the agreement will automatically expire by way of waiving the provisions of Article 1266 jo. Article 1267 of Indonesian Civil Code.

Article 10

- (1) All notices and/or correspondence between the FIRST PARTY and the SECOND PARTY in relation hereto shall be made in writing and deemed to be delivered to the concerned in the event of written receipt from the FIRST PARTY and/ or the SECOND PARTY.
- (2) The notice and/or correspondence as intended in paragraph (1) shall be addressed to:

The FIRST PARTY : BANK INDONESIA
Directorate of Monetary Management
Attn. Monetary Operation Bureau
Jl. M.H. Thamrin No. 2
Jakarta 10350

The SECOND PARTY :
.....
.....
.....

Article 11

- (1) In the event that any dispute arises from the implementation hereof, both parties agree to settle the same with deliberation to reach a consensus.

- (2) In the event the consensus as intended in paragraph (1) is not reached, both parties agree to settle the same through court and to choose permanent residence and domicile at Central Jakarta District Court.

Article 12

The Parties agree that other matters which have not been set forth in this agreement and all amendments to the covenant contained therein shall be further governed in the form of an addendum or a letter constituting an integral part of this agreement.

Article 13

This Agreement is drawn up on the day and date as intended at the preamble to the agreement, in duplicate, each is duly stamped and has equal legal force.

The FIRST PARTY,

The SECOND PARTY,

(.....)

(.....)